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10 Attorneys for Defendant  
11 GLIMMERGLASS NETWORKS, INC.

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

14  
15 TERILOGY CO., LTD.,

16 Plaintiff,

17 v.

18 GLIMMERGLASS NETWORKS, INC.,

19 Defendant.

Case No. 3:08-cv-03364 EMC

**DEFENDANT'S ADMINISTRATIVE  
MOTION TO FILE UNDER SEAL  
EXHIBIT SUBMITTED FOR JUDICIAL  
NOTICE IN SUPPORT OF MOTION TO  
DISMISS**

Complaint Filed: July 11, 2008  
Trial Date: None Set

22 Pursuant to Civil L.R. 7-11 and 79-5, Defendant Glimmerglass Networks, Inc.  
23 ("Glimmerglass"), hereby moves the Court for an order sealing an exhibit ("Territory Exhibit")  
24 being submitted for Judicial Notice in support of Defendant's Motion to Dismiss, filed  
25 concurrently herewith. The Territory Exhibit contains Glimmerglass' highly confidential and  
26 proprietary business information which, if publicly disclosed, could subject Glimmerglass to  
27 competitive and commercial harm. Counsel for Glimmerglass has conferred with Mark Petersen,  
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1 counsel for Terilogy, regarding this need to file under seal, and Mr. Petersen confirmed that  
2 Terilogy will not oppose this motion. *See* Declaration of Mary E. Milionis in Support of Motion  
3 to Seal ¶ 7.

4 Pursuant to Civil L.R. 79-5(b), the Territory Exhibit being lodged herewith is subject to  
5 sealing because it contains confidential terms or provisions of the “Distributor Agreement  
6 Between Glimmerglass and Terilogy,” entered into by the Parties. The Plaintiff had attached the  
7 Distributor Agreement to the Complaint, and the Court subsequently Ordered that it be kept under  
8 seal because of its commercially-sensitive nature and its express terms requiring preservation of  
9 its confidentiality. *See* Docket No. 9. However, when Plaintiff filed its Complaint, Plaintiff  
10 failed to attach a complete copy of that Distributor Agreement, omitting the Territory Exhibit  
11 (which is Exhibit B to the Distributor Agreement). Although Plaintiff omitted to file the Territory  
12 Exhibit with the Complaint, it is subject to the same confidentiality requirements as the  
13 Distributor Agreement of which it is a part, and warrants similar protection from public  
14 disclosure.

15 Consequently, Glimmerglass respectfully requests that the Court order that the Territory  
16 Exhibit be placed under seal.

17  
18 Dated: August 22, 2008

FENWICK & WEST LLP

19 By:           /s/ Mary E. Milionis            
20 Mary E. Milionis

21 Attorneys for Defendant  
22 GLIMMERGLASS NETWORKS, INC.  
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